

Said Water and Wastewater Systems and Grants of Easement being located in, over and upon portions of the premises heretofore conveyed to _____ by deed from _____ dated _____, and recorded in the R. M. C. Office for Charleston County on _____, in Book _____, Page _____.

TMS # _____

Grantee's Mailing Address: Post Office Box 330, Mount Pleasant, SC, 29465-0330

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

The within conveyance is subject to the agreement of the parties hereto that the Grantee assumes no responsibility for extending water and wastewater lines beyond those shown on the aforesaid maps or plans; nor is the Grantee required at its cost to extend service lines to any undeveloped lots in the _____. Further, the Grantor agrees not to make any representation, verbal or written, that the Grantee at its cost will extend said water and wastewater lines, and/or its main lines, beyond those which are existing at the time of this written conveyance.

The parties agree that the Grantor may landscape, grow crops, maintain private driveways or private parking areas, and utilize the lands above described subject to the easements granted by the Grantor to the Commission for any other lawful purpose; provided that the top of the water and wastewater lines are more than eighteen (18") inches under the surface of the ground, that the use of said land by the Grantor shall not, in the opinion of the Grantee, interfere or conflict in any manner with the use of said land by the Grantee for the purposes hereinabove mentioned, and that no use of said land shall be made by the Grantor that would, in the opinion of the Grantee, injure, endanger or render inaccessible the water and/or wastewater system. No building or structure shall be erected by the Grantor or anyone else on any right-of-way herein granted or so close thereto as to impose any load or stress thereon. Sidewalks may cross over the water line perpendicular, but may not be installed in a parallel direction over the water line. The Grantor covenants and agrees that, if any building or other structure should be placed adjacent to any water and/or wastewater lines or facilities, no claim for damages or compensation shall be made by the Grantor, his, its or their heirs, successors and assigns, on account of or by reason of any damage that might occur to such building or structure, or the contents thereof, by reason of the construction, operation, maintenance, repair or improvement of said water and/or wastewater utility facilities or their appurtenances, or by reason of any accident or mishap that might occur therein or thereto.

The Grantor further covenants and agrees that if Grantor elects to make any improvements within or on any easement herein granted, either by way of landscaping, construction of entrance or exit driveways, parking areas, installation of sidewalks or otherwise and subsequent repairs, maintenance, relocations, substitutions, additions, or improvements by the Commission to its utilities located in, or to be located in, the within granted easement are necessary, the Grantor and its successors shall be responsible and pay for the cost of any and all restoration and replacement of landscaping, driveways, parking areas and sidewalks, which may be disturbed by the Commission and further agrees to hold harmless, excuse, and release the Commission from any and all responsibility to restore, replace, or pay damages for any such landscaping, driveways, sidewalks, or paved areas which may be disturbed by the Commission in the exercise of its rights hereunder. In the event a sidewalk needs to be removed in order to access a water line, it will be the developer and/or Homeowner Association's responsibility to replace the sidewalk.

The Grantor grants to the Grantee the following permanent easements:

1. a permanent easement of ingress and egress through, over and across such of the roads and avenues in the _____ as may be necessary for the operations, maintenance, repair, and/or improvement of said water/wastewater systems.

2. a permanent easement or right-of-way fifteen (15') feet in width extending 7.5 feet from the centerline of the pipe on each side, and extending along the entire length of each water and wastewater pipe up to and including water meter and appurtenances.

3. a permanent easement right-of-way fifteen (15') feet in width extending along the entire length of the water/wastewater pipes and appurtenances as shown on the aforesaid maps or plans.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said COMMISSIONERS OF PUBLIC WORKS OF THE TOWN OF MOUNT PLEASANT, SOUTH CAROLINA, also known as the MOUNT PLEASANT WATERWORKS, its successors and assigns forever.

AND it does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said Premises unto the said COMMISSIONERS OF PUBLIC WORK OF THE TOWN OF MOUNT PLEASANT, SOUTH CAROLINA, also known as the MOUNT PLEASANT WATERWORKS, its successors and assigns, against it and its successors, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS its Hand and Seal, this ____ day of _____, 20____.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

(Seal)

BY: _____
ITS: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

I, _____, Notary for South Carolina, do hereby certify that
_____, personally appeared before me this
day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, _____

Notary Public for _____
My commission expires: _____

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information before me the undersigned, who being duly sworn, deposes and says:

2. The property is being transferred BY _____

TO Commissioners of Public Works for the Town of Mount Pleasant ON _____.

3. Check one of the following: **The DEED is**

(a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(c) X EXEMPT from the deed recording fee because (exemption# 2)
(Explanation If required) _____
(If exempt, please skip items 4-6, and go to item 7 of this affidavit.)

4. Check on of the following if either item 3(a) or item 3(b) above has been checked.

(a) N/A The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____.

(b) N/A The fee is computed on the fair market value of the realty which is \$ _____.

(c) N/A The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.

5. Check YES N/A or NO N/A to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \$ _____.

6. The DEED Recording Fee is computed as follows:

(a) N/A the amount listed in item 4 above

(b) N/A the amount listed in item 5 above (no amount place zero)

(c) N/A Subtract Line 6(b) from Line 6(a) and place the result.

7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as : _____

8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me this _____
day of _____ 20 _____

Notary Public for _____
My Commission Expires: _____

Grantor, Grantee, or Legal Representative
connected with this transaction

Print or Type Name here